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Union: **Canton Food Service Workers, NYSUT**

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CAF 14691

AGREEMENT

BETWEEN

RECEIVED
MAY 18 2009
BY:

CANTON FOOD SERVICE WORKERS, NYSUT

AND

SUPERINTENDENT OF SCHOOLS
CANTON CENTRAL SCHOOL DISTRICT

JULY 1, 2005 – JUNE 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

MAY 18 2009

ADMINISTRATION

15 members

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ARTICLE I – RECOGNITION OF UNIT

The Canton Central School District, having determined that the Canton Food Service Workers Association is supported by a majority of the food service workers in a unit composed of all food service workers, recognizes the Canton Food Service Workers Association as the exclusive negotiating agent for the food service workers exclusive of the Cook/Managers and the School Lunch Manager.

The Board further agrees that all newly created food service worker positions shall be in the bargaining unit. The Superintendent agrees not to negotiate with any other food service worker organization other than the Association for the duration of this agreement.

This recognition constitutes an agreement between the Superintendent and the Association to reach a mutual understanding regarding matters related to terms and conditions of employment. The Superintendent and the Association recognize that they operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.

ARTICLE II – SALARY AND WORKING CONDITIONS

A. Increase in hourly rate as follows:

Base Salary		\$10.96/hr.
2005-06	5.00%	\$11.51/hr.
2006-07	5.00%	\$12.08/hr.
2007-08	4.00%	\$12.57/hr.
2008-09	3.75%	\$13.04/hr.
2009-10	3.75%	\$13.53/hr.
2010-11	3.75%	\$14.03/hr.

Unit member(s) shall be considered full-time if they work five (5) or more hours per day.

- B. Hourly workers shall be guaranteed a minimum of 183 paid days per year.
- C. The banquet rate of pay shall be 1.5 times the regular rate in effect at the time. In the event sufficient volunteers are not forthcoming for banquet work, the District shall have the right to assign unit members to work banquets, on a rotational basis in inverse order of seniority. A minimum of two unit members shall be called to work any banquet.

D. Hiring Rate

75% of the regular hourly rate. This rate shall apply for the duration of the employee's probationary period.

E. Longevity

A longevity stipend of \$600. shall be awarded upon completion of 10, 15, 20, 25 and 30 years of service.

F. When the beginning of a school day is delayed one (1) or more hours, full-time unit members shall report to work at 8:00 a.m.

G. When unit members are called in to substitute for absent unit members, they shall be called in order of seniority.

H. A unit member's payroll documents shall only be handled and/or distributed by an administrator or his/her designee, (not a unit member).

ARTICLE III - AGENCY FEE

Effective July 1, 1978, the Canton Central School shall deduct from the wage or salary of employees in the bargaining unit of the Canton Food Service Workers with six (6) months continuous service who are not members of the Association an amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues checkoff, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE IV - DISCIPLINARY ACTION

No member of the bargaining unit will be disciplined or dismissed without reasonable cause. In any action that would lead to discipline or dismissal, a unit member shall be informed of the charges against him/her, and will be given the opportunity to

respond. This Article shall not apply for an employee's first ninety (90) calendar days of employment.

A personnel file shall be maintained for every unit member and shall be available for review or copying upon request. Derogatory material shall be placed in the file only after the employee has been given the chance to see the material and to sign it, the signature merely indicating the employee has seen the material.

The employee may attach a rebuttal to the material or may have the material removed (through the grievance process) if it is inaccurate, inappropriate or misleading. Only material in the file through the foregoing procedure may be used at any disciplinary proceeding involving the employee unless the action is based solely on an incident which has just occurred, in which case testimony and evidence about that incident may be used at the proceeding.

ARTICLE V - BENEFITS

A. Salaried Employees

1. **Health Insurance** - The District is paying 100% of the employee coverage and 100% of the cost of dependent coverage. Employees who retire with ten (10) or more years service in the District shall have 100% of the cost of their individual and dependent health insurance paid by the District. The Canton Food Service Workers Association agrees to reopen this Agreement on Article V, A, 1, Health Insurance, only, upon request by the District should agreement be reached with any other bargaining unit of the District to modify the current health insurance coverage in any manner.
2. **Sick Leave** - 1½ days per month cumulative to 180 days. Absence as a result of injury on the job will not be deducted from sick leave, limited to the number of days for which District receives compensation insurance.
3. **Death Leave** - One day for funeral. Three days for death in the family. Employee shall determine who constitutes family.
4. **Personal Leave** - Two days per year, non-cumulative, with Superintendent approval, for business that cannot be conducted outside school hours. Unused personal leave will accumulate as sick leave.

B. Hourly Employees

Hourly employees shall receive the following benefits:

1. Ten (10) days of sick leave per year, cumulative to 180 days.
2. Three (3) days maximum for death in the immediate family.
3. Two (2) days personal leave per year, non-cumulative, with Superintendent approval, for business that cannot be conducted outside school hours. Unused personal leave will accumulate as sick leave.
4. Health Insurance - The District shall pay the following percentages of the premium (for full-time unit members):

Individual – 90%
Two Person – 75%
Family – 50%

These premium changes will be retroactive to July 1, 2008.

For the school year 2008-09, unit members who are currently making premium payments shall stop effective January 16, 2009. Premium payments shall resume effective July 1, 2009.

Effective July 1, 2009, the District shall provide the St. Lawrence-Lewis Counties School District Employees Medical Plan, as modified by Riders 5 and 6, (see Appendix C).

5. The District shall purchase two (2) smocks per unit member per year. The color choice for the smocks shall be mutually agreed upon by the parties.
6. Full-time unit members shall receive a daily break of thirty (30) minutes.

C. All Employees

1. Family Illness - This sick leave may include personal illness or sickness in the immediate family. The employee shall determine what constitutes “immediate family.” However, family sick leave shall not exceed twenty (20) days per year.

The intent of this provision is to permit employees to care for ill or injured family members where such personal care and attention may be required or advisable from the standpoint of the family member’s recovery.

This provision may also be utilized to accompany a family member(s) for rest or recuperation:

- ▶ where the family member(s) resides outside of the state;

- ▶ where the family member(s) would be traveling outside of the state; only when all of the following criteria are met:
 - a.) a written statement is provided from the doctor who has been caring for the family member, specifying:
 - ▶ that it is necessary for the patient's recovery that he/she travel to the new location (in situations that apply);
 - ▶ that it is necessary for the patient to have someone present;
 - b.) a written statement from the employee giving justification why he/she must be the one to be present with family member. (The District is entitled to receive this justification, not to judge its validity.)

If a and b (above) are complied with, then this provision may be utilized for an employee to accompany a family member(s) for rest or recuperation where the family member would be traveling to a location outside of the state.

2. Upon leaving District employment, a unit member is entitled to the following:
 - \$25.00 per day for all unused days for 10 or more years of service.
3. Members of the bargaining unit shall be issued accrual reports, with the same frequency as those issued to other Canton CSD personnel, informing each employee of the number of accumulated sick and personal leave days available to them.
4. If a unit member loses time due to an accident on the job, he/she shall not lose sick leave for the first thirty (30) school days. During this initial thirty (30) school day period, the District shall pay the unit member his/her regular salary. Compensation insurance payments for this initial thirty (30) school day period shall be returned to the District.

After the initial thirty (30) school days have elapsed, the unit member may choose one (1) of the following two (2) options:

- a. the unit member may use his/her sick leave credits and continue to receive his/her full salary. When the unit member returns to work, and the District has received reimbursement from Worker's Compensation for his/her period of absence, the unit member's sick leave credits shall be returned to him/her on a pro-rata basis,

(based on the difference between the unit member's regular salary and the dollar amount of worker's compensation received by the District.); or

b. the unit member may receive the weekly compensation checks with no deduction of sick leave credits.

5. Child-rearing Leave - Upon the request of a unit member, a child-rearing leave shall be granted for up to one (1) year and may be extended upon request provided this total leave time for one birth or adoption does not exceed two years. Such child-rearing leave must be taken within two (2) years immediately following the birth or adoption.

Such leaves shall be without pay or benefits, except as required by the Family and Medical Leave Act of 1993; however, the unit member shall return to the same or similar position and shall retain seniority, leave accumulation and other benefits at the levels in effect when the leave began.

6. The District shall reimburse annual dues to the New York State Food Service Association for each unit member upon proof of attendance at a minimum of one (1) meeting during the school year.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Grievance Procedure for Cafeteria Personnel

The Board of Education of the Canton Central School District in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees does hereby establish and adopt the following procedures for the orderly settlement of grievances of members of the food service employees' unit of the Canton Central School District to be effective at the signing of this contract.

B. Declaration of Policy

In order to establish a more harmonious and cooperative relationship between employees, administrators, and members of the Board of Education which will enhance the educational program of the Canton Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise, and to assure equitable and proper treatment of employees pursuant to established rules,

regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

C. Definitions

1. Employee(s) shall mean any employee(s) whose position is included within the bargaining unit.
2. Administrator/Business Manager shall mean the Business Manager or the Cafeteria Supervisor. Chief Administrator shall mean the Superintendent of Schools.
3. Representative shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
4. Grievance shall mean any claimed violation, misinterpretation, or inequitable application of any existing laws, regulations, policies or terms of this contract which relate to or involve the employee in the exercise of the duties assigned to him/her.

D. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
3. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such cases.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Chief Administrator of the District to take such action as may be necessary to give force to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, and policies which

relate to or affect the employee in the performance of his/her assignment. They are not to be used for changing such rules or establishing new ones.

E. Procedures

1. Informal Stage - The aggrieved employee shall orally present his/her grievance to the cafeteria supervisor who shall orally and informally discuss the grievance with the aggrieved employee. A grievance must be filed within twenty (20) school days¹ of the event giving rise to the grievance or the date upon which grievant could reasonably be expected to have known of the grievance, whichever is later. The supervisor shall render his/her determination to the aggrieved employee within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage.
2. Formal Stage
 - a. Within five (5) school days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Chief Administrator or his/her designee for review and determination. If the Chief Administrator designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination.
 - b. The Chief Administrator or his/her designee shall immediately notify the aggrieved employee, immediate supervisor and any other administrator rendering a determination in the case, to submit written statements to him/her within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto and the determination(s) previously rendered.
 - c. If such is requested in the written statement of either party pursuant to paragraph b, the Chief Administrator or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their positions in the case. Such hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph b.
 - d. The Chief Administrator or his/her designee shall render a determination within ten (10) school days after the written

¹ For the purpose(s) of this Article, during the summer vacation, "school days" shall mean Monday through Friday, excluding holidays.

statements, pursuant to paragraph b, have been presented to him/her.

- e. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the board stage.

- 3. Board Stage - The aggrieved employee may, within five (5) school days of the final determination by the Chief Administrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education. The Board of Education shall hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within ten (10) school days following the hearing.

4. Arbitration

- a. After procedures have been followed as set forth in the previous step, if the employee and/or Association do not agree with the decision and it is determined by the Association that the grievance is meritorious, the grievance may be submitted to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at the Board stage.
- b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The Board and the Association will agree upon the selection of the arbitrator from the list submitted by the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings in fact, reasoning and conclusion on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

- e. The decision of the arbitrator shall be final and binding upon all parties only in grievances arising out of interpretation of the terms of this contract. If the Association wishes to pursue grievances arising from interpretation of laws, rules, regulations or policies not covered in this contract beyond the Board stage, they shall be appealed through the courts or to the Commissioner of Education.
- f. The costs for the services of the arbitrator shall be borne equally by the Board of Education and the Association.

F. Year-End Grievance

If a grievance is filed on or after June 1st, the time limits set herein shall be reduced so that the grievance may be exhausted before the end of the school year or as soon thereafter as possible.

G. Management Grievance

It is recognized by the Association that the Chief School Administrator may utilize this grievance procedure in the following prescribed manner in instances of alleged violation by the Association or its officers as defined in Article VI, C, 4.

The CSA shall use the following procedure in attempting to resolve a grievance.

Stage 1 - The CSA shall, within ten (10) days of the date of the situation which is being grieved, present all facts and circumstances concerning the alleged violation in writing to the Association President. Within ten (10) days, the CSA and the President shall meet in an attempt to resolve the grievance.

Stage 2 - If the CSA is not satisfied with the resolution suggested by the President, he/she may appeal the recommendation to the Executive Committee of the Association. At this stage, both the CSA and the President, their representatives (if any), and any witnesses shall be heard. The President shall preside at this meeting, but shall have no vote. A majority vote of the Executive Committee shall determine its decision. Such decision shall be rendered within ten (10) days of the end of the hearing.

Stage 3 - If the CSA is not satisfied with the decision at Stage 2, he/she may pursue the grievance to binding arbitration. Stage 4 of the grievance procedure shall be followed.

Should the CSA employ this section in an effort to resolve an alleged violation, then the District shall not take any disciplinary action against any individual involved at any stage in the grievance. A grievance filed under this section shall be deemed resolved when the CSA fails to pursue the matter to the next stage

within ten (10) days after a decision has been rendered or when the decision of the arbitrator is rendered.

ARTICLE VII - EXTRA WORK

- A. Employees interested in extra work assignments will be given an opportunity to sign up for such assignments during the month of September.
- B. Management shall have complete discretion in selecting personnel for each specific assignment.
- C. A record shall be maintained of how many extra hours are worked by each individual.
- D. When a new assignment of extra hours is to be made, management shall select the person with the least extra hours assigned to date, except when special training, continuity or other special circumstances shall exist.
- E. While management may use its discretion in determining when a special need exists for a particular person, every effort shall be made during the course of the year to equalize extra hours assigned.
- F. This provision shall take effect July 1, 1984.

ARTICLE VIII - EVALUATION

A unit member may be evaluated once per school year, subject to the following conditions:

- A. The parties agree that the purpose of evaluation shall be to improve job performance.
- B. If a written evaluation is conducted, it shall be conducted by an appropriate supervisor or administrator.
- C. A written evaluation must relate to the unit member's role as an employee and to the specific job he/she is hired to do. Observation and evaluation of the work performance of an employee will be conducted openly.

- D. If the evaluation contains negative ratings or comments, specific suggestions for improvement shall be made in the written document. If the evaluator or unit member so requests a conference will be held.
- E. A written evaluation which is to be placed in a member's official personnel file shall be signed by the evaluator and the member and a copy given to the member. The member's signature merely signifies that he/she has received a copy of the evaluation; it does not indicate agreement or disagreement with its contents.
- F. The member may attach a written answer to the evaluation. The answer shall be signed by the member and the evaluator and shall be attached to the actual file copy.
- G. The written evaluation form devised for the purpose(s) of this Article is attached as Appendix B.

ARTICLE IX - OPEN POSITIONS

When a member of the bargaining unit terminates his/her employment at Canton Central School, members of the unit who have satisfactorily demonstrated their qualifications for a promotion to the open job classification will be given first preference for the position, in order of seniority, provided all other qualifications are equal. Nothing in this section shall be construed as meaning that employees in one job classification shall have any claim to assignments to other duties within that job classification. Promotion shall be defined as meaning a change from hourly to salaried or a change from an hourly position to an hourly position requiring a greater number of hours.

ARTICLE X - PROBATIONARY PERIOD

The probationary period for new employees shall be 90 calendar days. For substitutes hired as regular employees, that period shall be reduced by the amount of substitute service performed by the employee during the year immediately preceding the date of hire.

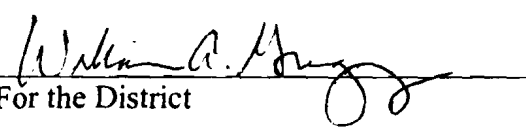
ARTICLE XI – LAYOFF AND RECALL

In case of layoff, unit members shall be laid off in reverse order of District seniority. Recall of laid off unit members shall be in order of District seniority, subject to the following:

1. Unit members shall be placed on a recall list for a maximum of four (4) years;
2. The unit member shall be notified of recall by certified mail. It is the responsibility of the laid off unit member to keep the District updated on his/her current address;
3. Failure of the laid off unit member to accept a recall or to respond by certified mail within ten (10) calendar days of receipt of recall notification will result in the termination of the unit member's recall rights; and
4. If layoff(s) become necessary, whenever possible, the District shall notify the Association President of the unit members affected at least thirty (30) calendar days prior to the layoff(s).

ARTICLE XII - DURATION OF AGREEMENT

Wage and salary agreements shall be retroactive to July 1, 2005; all other language (except as otherwise noted) effective upon ratification by both parties.



For the District



For the Association

5/11/09

Date

4-22-09

Date

APPENDIX A
MEMORANDUM OF AGREEMENT/NYSERS SECTION 75-i

MEMORANDUM OF AGREEMENT

The NYSUT-affiliated Associations and the Canton Central School District agree to the following change in their respective collective bargaining agreements:

1. The District will make a resolution to adopt Section 75-i of the New York State Employees' Retirement System covering Tier 1 and 2 employees.
2. The District will fund the initial cost of conversion, (change in contribution rate), for moving from plan 75-c to 75-i. The District also agrees that it will fund in each subsequent year, any change in the contribution rate for plan 75-i at a level equal to any change in plan 75-c. For example, in any given year, if the contribution rate for plan 75-c rises 1% and 75-i rises 1.5%, the District would fund 1% of the increase in the 75-i plan.
3. The association agrees that any difference in contribution rates in each year between plans 75-i and 75-c, excluding the initial conversion cost, will result in a salary adjustment for each affected employee. The dollar amount of such adjustment will be agreed upon by the Association and the District by April 1 of each year.
4. Adjustment will be made by payroll deduction commencing the first payroll period subsequent to April 1 of each year.

Deborah a Taylor 11/25/92
Deborah Taylor, NYSUT

Howard W. Smith
Howard W. Smith, Superintendent

Canton Custodial Workers'
Association

Canton Food Service Workers

Canton Central School Secretarial
Association

Teamsters Local 687

Frederick J. Carter
Frederick J. Carter, Teamsters 687

APPENDIX B
CANTON CENTRAL SCHOOL CAFETERIA EVALUATION

Good
Satisfactory
Needs Improvement

Name: _____

Date: _____

Appearance:

1. Personal - Good hygiene; clean neat hair; short clean, unpolished nails

2. Dress - Clean work clothes and shoes; hairnet in place _____

Work Performance:

1. Readiness - On time; attendance _____
2. Performance of duties - Taking orders; ability to work without supervision; getting work done in timely fashion; utilize time wisely

3. Willingness to help everyone _____
4. Acceptable end product; standard of work done _____

5. Contribute ideas to make products more palatable _____

Work Attitude:

1. Ability to work with other co-workers _____

2. Ability to work with students and staff _____
3. Ability to work with management to achieve team work _____

Personal Qualities:

1. Honesty _____
2. Personality toward others _____
3. Contribute to overall good of program _____

Comments:

APPENDIX C
HEALTH PLAN B RIDERS 5 AND 6

St. Lawrence-Lewis Counties School District Employees Medical Plan Addendum to the Plan Document and Summary Plan Description

Rider 5

The Prescription Drug Benefits noted on pages 23 and 39 will be changed to reflect the following:

Retail Pharmacy (30 day supply only):

The covered person pays:	\$10 per generic prescription
The covered person pays:	\$20 per preferred brand name prescription
The covered person pays:	\$30 per non-preferred brand name prescription

Mail-Order Pharmacy (90 day supply) (Maintenance Drugs Only):

The covered person pays:	\$10 per generic prescription
The covered person pays:	\$20 per preferred brand name prescription
The covered person pays:	\$30 per non-preferred brand name prescription

These co-payments are capped for the base twelve month period at the following annual limits: \$300 for an individual enrollment; \$600 for a two-person enrollment; and, \$900 for a family enrollment.

The designation of whether a prescription drug is preferred or non-preferred will be made by the Plan's Prescription Benefit Manager (currently ProAct). This listing will be distributed at least once each Plan Year. Changes to the designation will only be made four times each Plan Year by the Prescription Benefit Manager, and will not be subject to the direction of the Plan Administration, Board of Directors, or Consultant. Should the Plan's Prescription Benefit Manager be changed in the future, any new formulary will reflect tier designations that are equivalent or more favorable as an entire list to the employees, and all conditions of this clause will be binding.

The prescription drug co-payments and caps will be indexed and subject to change in the following manner: prescription drug co-payments and annual co-payment limits will increase in whole dollar amounts (e.g., \$11/\$22/\$33 and \$330/\$660/\$990, followed by \$12/\$24/\$36 and \$360/\$720/\$1,080) every time the annual cumulative per capita prescription drug costs of the Rider 5 covered persons increase by 10% over the base period per capita costs (the first twelve months of Rider 5 participation).

Prescription costs for Rider 5 participants will be totaled at the end of each month for the immediately preceding twelve month period and divided by the number of Rider 5

persons; said per capita amount must be at least 10% higher than the base period amount for the initial increase in co-pays and caps to occur, then 20% higher than the base period amount for the second increase to occur, etc.

Rider 6

The Co-Payments for the Medical Benefits noted on Pages 18 through 25 will be changed to reflect the following:

All \$10 co-payments referred to in the Benefit Summary Section will be changed to \$15 with the exception of the Hospital Outpatient and Ambulatory Surgery Center Co-Payments which will be changed to \$20.

All \$75 facility co-payments referred to in the Benefit Summary Section will be changed to \$100.

The \$50 Emergency Room co-payment referred to in the Benefit Summary will be changed to \$75.

